

City of Indianapolis – Brownfield Redevelopment Program



Request for Proposals RFP # 2010-A

EPA Brownfield Cleanup Grant & IFA Brownfields Program Federal Grant Match Funded
Project on Multiple City DMD-Owned Residential D-8 Zoned Parcels

Remediation of former Flowers Cleaners Site at 2460 North Delaware Street – Indianapolis, IN

Subject Parcels and Addresses Include:
1033814 (2460 N. Delaware St.) ; 1047144 (2454 N. Delaware St.);
1033328 (2450 N. Delaware St.); and 1039025 (163 E. 25th St.)

Issue Date: Wednesday, May 13th 2010

Response Deadline: Friday, May 28th 2010 (Noon)

RFP Title: RFP # 2010-A | 2460 North Delaware Street Former Flowers Dry Cleaners Site Remediation Project

Issuing Department: City of Indianapolis
Department of Metropolitan Development
Brownfield Redevelopment Program
City-County Building, Room #2042
200 East Washington Street
Indianapolis, IN 46204-3328

Point of Contact: Maria Rusomaroff, DMD Planning & Brownfield Project Administrator
MRusomar@indy.gov *

Questions will only receive responses by email and only until May 21, 2010

Introduction

The City of Indianapolis, Indiana (City), through its Department of Metropolitan Development's Brownfield Redevelopment Program (Indy Brownfields), is soliciting a Request for Proposals (RFP), and intends to contract for environmental professional services to remediate the former Flowers Dry Cleaners site at and around **2460 North Delaware Street, Indianapolis, IN ("Subject Site")**. The Site is a 0.40 acre former dry cleaning facility. Currently, the Site is a vacant lot with no structures located on the southwest corner of Delaware Street and 25th Street in Indianapolis. The dry cleaner occupied the Site for approximately 50 years and the building was razed in 2003. The Subject Site consists of four (4) residential (D-8) zoned

parcels: **Parcel #s** 1033814 (2460 N. Delaware St.) ; 1047144 (2454 N. Delaware St.); 1033328 (2450 N. Delaware St.); and 1039025 (163 E. 25th St.). See **Attachment A** for Subject Site location graphic.

Environmental professional service providers interested in conducting remediation and related professional services associated with this **RFP 2010-A** should submit proposals no later than **12:00 Noon, Friday May 28th, 2010**. Proposals received after this deadline will not be considered. The City reserves the right to reject any or all proposals, or extend the deadline. A Notice to Proceed with the project must be received from the City Department of Metropolitan Development (DMD) by Indy Brownfields.

Proposals will be evaluated and ranked as soon as possible after receipt by Indy Brownfields' Selection Committee.

Following this evaluation, the City, through the Department of Metropolitan Development, will finalize the work plan and approach with the consultant exhibiting the responsive and best value all-around proposal. Indy Brownfields will provide the selected respondent with a Notice to Proceed only after contracting and Purchase Order creation activities are complete with the Office of Financial Services. The Notice to Proceed is anticipated to occur in June, 2010.

Project Overview, Funding Sources, Goals & Tasks

In the past six years the City has leveraged nearly \$3.5 million in over 35 grant-funded brownfield redevelopment efforts. These projects have included large and small scale assessment, remediation, and redevelopment activities.

Funding Sources: The City has an ongoing Brownfield Redevelopment Program administered by its Department of Metropolitan Development (DMD) with assistance from staff in the Department of Public Works and DMD Planning. The project subject to this RFP will be funded through two sources. First, through the primary funding source of a 09/01/2008 – 09/01/2011 US EPA Brownfield Cleanup Grant for \$200,000 [Assistance ID No. BF-00E67801], and also with the Indiana Finance Authority's Brownfield Federal Grant Match (FGM) grant of \$40,000, and finally with a minimum contribution pledged by the City of Indianapolis' Brownfield Redevelopment Program from its HUD Community Development Block Grant funded 2010 budget of \$10,000. The total presently programmed for this brownfield cleanup project is \$250,000. However, this amount will be allocated for many activities including soil and ground water remediation at the site, health monitoring, public outreach, etc. Funds have already and will be allocated for ancillary tasks associated with implementation of this project. A summary breakdown of the funding sources and EPA Brownfield Cleanup Grant Work Plan is included as **Attachment B**, and the details of the anticipated budget is provided in the EPA Brownfield Cleanup Grant Work Plan within the CD accompanying the Formal RFP Packet for **RFP 2010-A**.

Scope of Service Summary

Below is a list of anticipated services for which to propose recommendations for accomplishing the goals of this project. This list may not be complete, and respondents may (and are encouraged to) include necessary and appropriate items not anticipated below. Respondents are welcome to propose any more appropriate remediation means to cost effectively gain an IFA Brownfields Site Status Letter and No Further Action Letter or related state regulatory approval for mixed use commercial redevelopment at the Subject Site parcels. Demonstration of plan to achieve remediation and mitigation of any off-site vapor intrusion concerns or harm to the residential and commercial neighborhood properties nearby is also crucial to award the contract to a successful respondent's proposal.

The successful respondent shall demonstrate prior experience with implementing EPA Brownfield grant funded projects, and capacity to do so on time and according to budget.

Part I: IDEM/IFA Brownfields Program & US EPA Approval of Site Remedial Action Plan

- Creation of, EPA (and/or state) approval, and implementation of QAPP if necessary
- Creation of, state agency approval and implementation of Site Remedial Action Plan
 - Weighing the costs and benefits of various strategies to remediate on site contamination
 - Determining which remedial action will provide the fastest value based remediation of the site to allow commercial reuse of the site.
 - Alternatives analysis will also demonstrate the costs to achieve residential cleanup level and reuse for mixed use (first floor commercial / second and third floor residential reuse)
- Recommendations on course of action to achieve redevelopment goals identified by city and King Park Area Development Corporation / neighborhood residents

Part II: Implementation of the Site Remedial Action Plan (On-Site Cleanup)

- Upon approval by state, the selected respondent will implement the Remedial Action Plan
- Successful respondent will work towards the most time efficient and thorough remediation of the site to promote economic redevelopment and potentially mixed use commercial reuse of the site.
- Remedial activities and final reports shall be complete by August, 2011 if not sooner.
- Respondents demonstrating viable cost effect means to gain state agency letter approving commercial reuse for costs not to exceed the grant funds available shall be ranked in most favorable light.
 - Respondents are encouraged to explore possibilities of guaranteed costs not to exceed proposals, but this is not necessary to merit award of the contract for this project
- Proposals should include cost scenarios for state approval for risk based cleanup plans providing state approval for commercial reuse as well as costs for commercial mixed use (including 2nd & 3rd floor residential) if there is an anticipated difference
- Proposals should include time to gain “redevelopment ready” scenarios comparing risk based cleanup plans for commercial use only as well as commercial mixed use (including 2nd & 3rd floor residential option).
- Successful respondents will include in their scope of services the EPA required reporting activities and duties of entering data into the ACRES program
- All confirmation sampling results and otherwise should be considered as one week turnaround for purposes of bidding, unless a mobile lab would prove more economical or cost effective and appropriate.

Part III: Human Health Monitoring for Nearby Residents / Off-Site Vapor Intrusion Investigation & Mitigation System Installation (if conditions require)

- Work with KPADC staff and City Brownfield Redevelopment Program staff to provide outreach to neighborhood residents and explanation of the recommended and state approval Remedial Action Plan to the community at multiple public meetings (3 minimum)
- Examine ground water flow data, conduct additional off site Vapor Intrusion sampling activities, and contamination pathway determination and create a Health Risk Assessment related to Vapor Intrusion concerns
- Work with nearby residents to explain Vapor Intrusion concerns, coach on proper household toxics storage and handling, and screen homes for proper practices prior to sampling activities
- Where Vapor Intrusion results indicate residential impacts (if any) the successful respondent will identify a cost per residential unit for:
 - Installation of Vapor Mitigation system by state certified Radon / V/I installation contractor
 - Confirmation sampling after installation to confirm that the system is functional and performing as desired
 - Documenting of activities (V/I sampling as well as remediation activities) conducted at off side residential units by GIS mapping and

Four (4) paper copies of the any/all final reports shall be provided along with digital copies (.pdf version) on CD. The CD must be attached in the 3 ring binder to remain with each copy of the report.

Summary of How to Respond to RFP # 2010-A & What to Submit

- A) For a proposal to receive consideration by the Selection Committee all Respondents **must** first affirmatively declare intent to submit a proposal for **RFP # 2010-A** by sending an email request to mrusomar@indy.gov with the subject line: "Intent to Respond to **RFP # 2010-A**," and note in the body of the email the primary point of contact email, phone # and address for the prospective Respondent.
- This formal intent requirement is necessary for Indy Brownfields to quantify the anticipated number of proposals, and to properly communicate with all interested respondents if necessary.
 - Indy Brownfields will reply to the formal intent to respond within 24 hrs of receipt. If you do not receive acknowledgement please contact Maria Rusomaroff at (317) 327-5374.
- B) An appropriate proposal response shall include a 1 page or less executive summary section that summarizes the proposal, and the total cost and itemized breakdown of costs, as well as the identified lead project manager for the Respondent, and contact information for the applicant.
- C) Submit an MBE/WBE Participation Plan or Application for Waiver at the time of submission will result in the disqualification and rejection of the bid/proposal. If a Veteran Owned business please also note this in your response. Please refer to MBE/WBE Participation Plan forms found **Attachment C**.
- D) Deliver in person or by post four (4) paper copies of the any/all proposal materials and a .pdf version if possible on CD or other digital media.
- E) Firms interested in conducting services associated with this **RFP # 2010-A** must submit proposals no later than **12:00 Noon, Friday May 28th, 2010**.
- F) Note: Respondents are not required to have the insurance limits specified in **Attachment D** in effect UNTIL AFTER project is awarded. So, please just bid appropriately, but do not incur additional costs prior to award.

Note: Subsurface investigations have been conducted and the documents detailing the contamination are located on the Indiana Department of Environmental Management's (IDEM) virtual file cabinet.

- Limited Phase I Environmental Site Assessment, BCA Consultants, December 15, 2000 (Document #28073641)
- Phase II Subsurface Investigation, Mundell & Associates, Inc., March 10, 2004 (Document #52802095)
- Soil Gas Sampling Results and Recommendations, Keramida Inc., August 27, 2008 (Document #33280620)
- Phase II Environmental Site Assessment, Keramida Inc., September 18, 2009 (Document #53330857)

All environmental documents held by the City of Indianapolis Brownfield Redevelopment Program will be included for review in the Formal RFP Packet for **RFP 2010-A**.

NOTE: Questions shall be by emailed to mrusomar@indy.gov and cc'd to charrell@indygov.org. Not all questions may be answered. All questions answered will be answered anonymously by email with the response sent to all respondents.

Project Proposal Submission & Review Timeline & Events

Thursday May 13 th , 2010:	RFP released to environmental services vendors by email
Friday May 14 th , 2010:	Formal RFP Packets shall be available for pickup and sign out at the 20 th Floor front desk at 200 East Washington Street Room #2042 in the City County Building, or shall be mailed by post per request.

Monday May 17 th , 2010:	Questions related to RFP 2010-A shall not be accepted after 5PM this date. All answers to questions shall be directed by email to entire pool of those who request the Formal RFP Packet for RFP 2010-A.
Friday 28 th , 2010:	Proposal submissions by email attachment due by 12:00 Noon
Friday June 4 th , 2010:	Project Awarded (unsuccessful respondents will be notified of their status as well)

General RFP Submission Guidelines/Requirements:

NOTE: Request of a Formal RFP Packet is **REQUIRED** for any respondent's proposal submission to be considered by the Selection Committee.

Format for Proposal Submission: Respondent shall email response to this solicitation for services per **RFP #2010-A** to mrusomar@indy.gov. Paper submissions are not necessary. A confirmation email shall be provided upon receipt.

Sufficiency of Proposal: The vendor should sufficiently address each item presented in the RFP in accordance with the directions found herein. Each item shall be addressed or the proposal may be judged as "non-responsive." Answers should be clear, sufficiently detailed and specific to the City

Content of Proposal: Proposals shall be based only on the material contained in the RFP. In addition to the main document, this includes written responses to questions as well as any other official amendments/addenda published by the City concerning the acquisition.

Proposal Validity: The proposal must have a *proposal life* of at least one hundred eighty (180) calendar days from the RFP due date. This shall represent the minimum time during which the proposal is a firm offer and a contract may be entered into.

Revision of RFP: The City may modify or amend this RFP at any time. If it becomes necessary for the City to revise any part of this RFP, the revision(s) will be provided to all vendors in receipt of the original RFP. In such an event, the submission deadline may be extended, at the option of the City, to allow vendors the opportunity to revise their proposals accordingly.

Use, Disclosure and Confidentiality of Information: The information supplied by a firm or vendor as part of an RFP response will become the property of the City. Proposals will be available to interested parties in accordance with the Indiana Access to Public Records Act (IC 5-14-3). None of the proposal responses will be made available to the public until after negotiation and award of a contract or cancellation of the procurement.

To the extent requested by a vendor and allowed by law, the City will treat *trade secrets* and *confidential financial information* as confidential (if designated as confidential and submitted separately in a sealed envelope). The vendor must request confidential status before the proposals are opened. If the City believes that information designated as confidential should not be treated as such, the vendor will be notified and afforded reasonable time to present objections prior to any release of the information. The City will take into consideration the possibility of harm resulting from any disclosure, but reserves the right to make the final determination in accordance with the law. (Note: Pricing information may not be considered confidential.)

Errors in Proposals: Vendors will not be allowed to change or alter their proposals after the deadline for proposal submission. The City reserves the right, however, to correct obvious errors such as math errors in extended pricing (not unit pricing). This type of correction may only be allowed for "obvious" errors such as arithmetic, typographical, or transposition errors. Any such corrections must be approved by the

City and countersigned by the vendor. Vendors are advised to make sure that their proposals are true and correct prior to submission to the City.

Vendor Expenses: By submitting a response to this RFP or participating in the process, each vendor agrees that all of its related expenses are its sole responsibility, and that the City will not be responsible for any costs whatsoever incurred by the vendor in connection with or resulting from the RFP process, including but not limited to costs for preparation/submission of proposals, travel & per diem, attending interviews, providing presentations or demonstrations, and participating in contract negotiation sessions.

Post-Proposal Discussions and Presentations: After the Proposal Due Date, the City may conduct discussions with representatives of one or more firms submitting proposals for the purpose of obtaining clarification of a company's proposal and/or to assure full understanding of the solicitation requirements. As part of this process, the City may require a vendor to provide one or more formal presentations to City officials to further explain or clarify their proposed solution. Any presentation will be at a time and place to be determined by City staff. The vendor will be notified in advance of the specifics if such a presentation is required. The commencement of discussions or the scheduling of presentations does not signify a commitment by the City to execute an agreement or to continue discussions with the vendor.

Contract Renewal: A resulting contract may be renewed beyond the expiration date by mutual agreement of the parties. The term of the renewal may not be longer than the term of the original contract. A renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of the contract shall remain the same as set forth herein, and may be amended only by written instrument signed by both the City and Contractor and attached as an amendment.

Multiple Awards: The City may award a contract to a single vendor; or, at its option, may award contracts to multiple vendors if deemed to be in the best interest of the City.

Contract Negotiations: The City will use the requirements set forth in the RFP as the basis for proposal evaluations. After identifying one or more responsible vendors who appear to be most advantageous to the department, the City may enter into contract negotiations with the vendor(s). If at any time the contract negotiations are judged to be ineffective, the City may cease all activities with a vendor and begin/continue contract negotiation and preparation activities with another vendor, and the process may continue until a contract is executed. As a part of this process, the City may obtain "best and final offers" from all vendors judged to be finalists. The City reserves the right to cease all contract negotiation activities at any time and reject all proposals if such action is determined by the City to be in its best interest.

No Obligation to Proceed: The City is under no obligation to proceed with this project or any subsequent project, and may cancel this RFP at any time without the substitution of another, if such cancellation is deemed in the best interest of the City. Furthermore, the City may reject any and all proposals, to waive any irregularities or informalities in a proposal, and to issue a new or modified RFP, if it is found to be in the best interest of the City.

Proposal Withdrawal & Modification: The City may allow a vendor representative bearing proper authorization and identification to sign for, receive, and withdraw the vendor's unopened proposal prior to submission deadline. A vendor wishing to modify its proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the deadline.

Bonds: There will be no bid or performance bonds required for this contract.

Purchase Orders: Unless otherwise specified, the vendor shall furnish no services, equipment, materials or labor unless a properly executed order is received from the City directing the supply of the same.

Subcontractors: The City intends to contract with one or more prime contractors who will be solely responsible for contractual performance. In the event prime contractor utilizes one or more

subcontractors, the prime contractor will assume all responsibility for performance of services by the subcontractor(s). Additionally, the City must be named as a third party beneficiary in all subcontracts. A list of all subcontractors proposed to take part in the performance of the contract (at its outset) shall be provided to the City for approval prior to contract execution. This request may require that sufficient financial or background information be provided. To the degree available, this information should be included in an Appendix with the proposal response.

Taxes: The City of Indianapolis and Marion County are exempt from Federal, State and Local Taxes and will not be responsible for any such taxes in connection with the award of this contract.

Sample Contract: Once the City selects the winning proposal, a copy of the City's standard contract document shall be available for review upon request.

Licenses & Permits: The successful Contractor shall furnish the City upon request any and all documentation regarding necessary licenses, permits, certifications and/or registrations required by the laws or rules and regulations of the City of Indianapolis, Marion County, other units of local government, the State of Indiana and the United States. The Contractor certifies that it is now and will remain in good standing with such governmental agencies and that it will keep its licenses, permits, certifications and/or registrations in force during the term of the agreement.

Use of City or County's Name: Upon entering an agreement, the successful contractor agrees not to use the name of the City of Indianapolis or Marion County in relation to the agreement in commercial advertising, trade literature or press releases to the extent without the prior written approval of the City.

Incorporated by Reference: This RFP distributed by the City, including any other required terms, will be incorporated by reference and made a part of any resulting contract, except that any material approved by the City as confidential will not be publicly disclosed.

Additional Requirements

Recycled Paper: The successful applicant shall propose that all paper copies of reports generated for this project will be created using recycled paper. Please note all deliverables must be submitted in both print and electronic format.

Special Considerations: The work conducted by the successful applicant will be completed in accordance with all federal, state, and local safety and health regulations. All assumptions made in developing the proposal need to be clearly stated. The applicant shall also clearly state the anticipated invoicing procedures for billing DMD for its services.

Acceptable Bid: If the Project Administration Team determines that all proposals received have exceeded the funds budgeted for this project, the highest-ranking applicants may be asked to resubmit RFPs. The Project Administration Team also reserves the right to adjust the Scope of Services in consultation with the successful applicant.

Insurance Requirements: If awarded the contract, the successful respondent must meet the insurance requirements as is standard only AFTER award of the contract. Insurance requirements are anticipated to meet or exceed the following:

Conditions of the award: 1) CERCLA 104(g) requires that grant recipients comply with the prevailing wage rate requirements under the Davis-Bacon Act of 1931 for construction, repair or alteration contracts "funded in whole or in part" with funds provided under this agreement. The grant recipient must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction, alteration or repair contract. 2) Federal cross-cutting requirements including, but not limited to, MBE/WBE requirements found at 40 CFR 40 CFR 31.36(e) or 40 CFR 30.44(b); OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal

Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

3) Insurance requirements for the City is provided as an attachment.

Attachment A

2460 N. Delaware Street - Parcel A

Parcel Information	
Parcel Number:	1033814
Site address:	2460 N DELAWARE ST
Area (SqFt):	3079
Zoning:	D8
Enterprise Zone:	NO
Enterprise Community:	YES
CDC:	YES: KING PARK
Revitalization District:	NO
Historic District:	NO
Tax District:	101



2454 N. Delaware Street - Parcel B

Parcel Information	
Parcel Number:	1047144
Site address:	2454 N DELAWARE ST
Area (SqFt):	3195
Zoning:	D8
Enterprise Zone:	NO
Enterprise Community:	YES
CDC:	YES: KING PARK
Revitalization District:	NO
Historic District:	NO
Tax District:	101



2450 N. Delaware Street - Parcel C

Parcel Information	
Parcel Number:	1033328
Site address:	2450 N DELAWARE ST
Area (SqFt):	5261
Zoning:	D8
Enterprise Zone:	NO
Enterprise Community:	YES
CDC:	YES: KING PARK
Revitalization District:	NO
Historic District:	NO
Tax District:	101



163 E. 25th Street - Parcel D

Parcel Information	
Parcel Number:	1039025
Site address:	163 E 25TH ST
Area (SqFt):	4038
Zoning:	D8
Enterprise Zone:	NO
Enterprise Community:	YES
CDC:	YES: KING PARK
Revitalization District:	NO
Historic District:	NO
Tax District:	101



Attachment B

Summary Funding Allocation as of May 13, 2010

Please refer to the Approved Work Plan in Formal RFP Packet for Full Details

EPA Brownfield Cleanup Grant Funds Remaining:	\$195,226.27
EPA Brownfield Cleanup Grant Funds Expended:	\$4,773.73
IFA Brownfields Program Federal Grant Match Funds:	\$40,000

Funding Expenditures Planned per Cooperative Agreement Work Plan:

- Category 1: Soil and Ground Water Remediation Task = (\$160,000)
Includes the QAPP if required.
\$120,000 EPA + \$40,000 IFA Brownfields FGM
- Category 2: Training & Programmatic Support = (\$50,000)
(\$10,500 for intern or non-profit CDC public outreach and
community relations / involvement plan implementation
- Category 3: Community Outreach & Involvement (\$10,000)
Website development & content updating
Supplies
- Category 4: Human Health Monitoring of Nearby Residents & Vapor
Mitigation System Installation if Required (\$20,000)
- Category 5: City Brownfield Redevelopment Program HUD CDBG
entitlement grant required match to FGM \$10,000

Attachment C

MBE / WBE Participation Plan Information and Forms Minority and Women's Business Enterprise Participation Plan for Goods and Services

It is the policy of the City of Indianapolis/Marion County that Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) shall have the maximum feasible opportunity to participate in the performance of contracts. Consequently, the City, through Sec. 581-101 of the municipal code, has established MBE participation goals of **15%** and WBE participation goals of **8%** for its dollars spent on public works, goods, and services.

The vendor shall include information concerning its MBE and WBE utilization for this contract on the attached MBE/WBE Participation Plan. To receive credit toward the MBE/WBE goals, the City's Division of Equal Opportunity (DEO) must certify all MBE and WBE suppliers offered for "direct participation" in a contract (e.g. subcontracting). Vendors able to offer direct participation in the form of subcontractors must indicate the name of the MBE/WBE firm(s) with which it will work; the contact name and phone number for the firm(s); the service(s) supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. The evaluation and review of a vendor's MBE/WBE participation, including a review of documentation and information submitted, shall be undertaken by DEO. If you should need assistance in locating MBE/WBE firms for possible participation in a contract, please contact DEO at mybid@indygov.org or (317) 327-5262.

The vendor shall maintain adequate records of all relevant data with respect to the utilization and attempted utilization of MBEs and WBEs and shall provide full access to these records to DEO upon its request to inspect them. The City may require the vendor to submit information in addition to the MBE/WBE Participation Plan and/or Application for MBE/WBE Program Waiver regarding MBE/WBE certification and utilization. Such information may include, but is not limited to the following: (1) Copies of all executed agreements for each MBE/WBE enterprise engaged to satisfy the participation policies, (2) the name and address of the MBE/WBE, (3) the scope of work to be performed, (4) the dollar value of work to be performed or furnished by each proposed MBE/WBE subcontractor or MBE/WBE joint venture partner, (5) acknowledgement and acceptance of the agreement by the MBE/WBE, and (6) monthly utilization payment reports with each monthly application for payment.

While direct participation of MBE/WBE subcontractors is preferred, if it cannot be accomplished for this contract, "indirect participation" may be acceptable. Examples of indirect participation might include the use of common MBE/WBE suppliers (i.e., office suppliers, courier services, shipping services, etc.) contributing to overhead costs or the overall operation of the business. Indirect participation may occur at the local, regional or national level. (Note: For common suppliers located outside of Indiana that are participating in an indirect fashion, please return proof of home state or municipal certification to DEO.) If the trade is an overhead item for the entire business, please calculate, to the best of your ability, the proportion or amount of the business from this contract that will impact MBE/WBEs.

Any vendor that does not have MBE/WBE direct participation shall submit the attached Application for MBE/WBE Program Waiver with the reasons for the lack of participation. The Waiver requires submission of documents showing the good faith efforts that were made by the vendor for the purpose of attaining MBE/WBE firms as subcontractors or sources of supplies, equipment, and services. If you should need assistance in locating MBE/WBE firms for possible participation in a contract, please contact DEO at mybid@indygov.org or (317) The Waiver must be submitted if a vendor does not have any direct or indirect MBE/WBE participation. If a vendor has only indirect participation, then the Waiver must be submitted for the direct participation and the MBE/WBE Participation Plan must be submitted for the indirect participation.

Failure to provide the MBE/WBE Participation Plan or Application for Waiver at the time of submission will result in the disqualification and rejection of the bid/proposal. The City and the DEO reserve the right to

verify all information included in the MBE/WBE Participation Plan before making final determination of the vendor's responsiveness and responsibility.

MBE/WBE Participation Plan for Goods and Services

RFP / ITB # _____

RFP / ITB Name _____

Vendor Name _____

Address _____

City/State/Zip _____

Phone () _____

FAX () _____

email _____

Please indicate whether this plan is for direct or indirect participation:

_____ Direct Participation Plan _____ Indirect Participation Plan

The following minority/women owned firms will be participating directly in the RFP/ITB according to the following schedule. (Please note that an Application for MBE/WBE Program Waiver must be attached if no direct participation is available.)

<u>MBE/WBE</u>	<u>Phone</u>	<u>Email</u>	<u>Contact</u>	<u>Trade</u>	<u>Amount</u>

Please indicate which firms are MBE and which are WBE

**NOTE: YOU MUST INCLUDE EITHER A COMPLETED “MBE/WBE PARTICIPATION FORM”
AND/OR THE “APPLICATION FOR WAIVER” WITH YOUR SUBMISSION**

Failure to provide the MBE/WBE Participation Plan or Application for Waiver at the time of submission will result in the disqualification and rejection of the bid/proposal.

Application for MBE/WBE Program Waiver for Goods and Services

Application for MBE/WBE Program Waiver is hereby submitted for DIRECT / INDIRECT (circle one or both) participation for the RFP /ITB listed below.

Date of Application _____ RFP / ITB # _____

RFP / ITB Name _____

Vendor Name _____

Address _____ City/State/Zip _____

Telephone () _____ FAX () _____

email _____

Please indicate reason(s) for application below:

_____ Unable to locate MBE/WBE engaged in _____

_____ Unable to secure competitive price in _____

_____ Other good faith efforts. Documentation of good faith efforts shall include the following or written explanation if not applicable.

- (a) Documentation of any advertising, written notification or both that the vendor performed in search of prospective MBE/WBEs for the contract in general circulation, trade, and minority-focused media. Please contact DEO at mybid@indygov.org if you need assistance.
- (b) Documentation of efforts to research other possible areas of participation, such as suppliers, shipping or transport enterprises, and any other role that may contribute to the production and delivery of the product or service specified (i.e., indirect participation).

Please indicate MBE/WBE firms contacted below:

<u>MBE/WBE</u>	<u>Type of Attempt</u>	<u>Date(s) Attempted</u>	<u>Results</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please indicate which firms are MBE and which are WBE, as well as the names, addresses, and telephone numbers, and email addresses. Attach additional sheets if necessary.

Applicant's Signature

Date

**NOTE: YOU MUST INCLUDE EITHER A COMPLETED "MBE/WBE PARTICIPATION FORM"
AND/OR THE "APPLICATION FOR WAIVER" WITH YOUR SUBMISSION**

Failure to provide the MBE/WBE Participation Plan or Application for Waiver at the time of submission will result in the disqualification and rejection of the bid/proposal.

Attachment D

Insurance Policy Requirements

The successful RFP will indicate insurance that shall be not less than the amounts shown below;

- A. Worker's Compensation and Disability: Statutory Requirements
- B. Employer's Liability -
 - Bodily injury by accident: \$500,000 each accident;
 - Bodily injury by disease: \$500,000 policy limit;
 - Bodily injury by disease: \$100,000 each employee.
- C. Commercial General Liability (occurrence basis) bodily injury, personal injury, property damage, contractual liability, products/completed operations -
 - General aggregate limit (other than products/completed operations): \$5,000,000;
 - Products/completed operations: \$2,000,000;
 - Personal and advertising limit: \$1,000,000;
 - Each occurrence limit: \$1,000,000;
 - Fire damage (any one (1) fire): \$50,000;

NOTE: GENERAL AGGREGATE TO APPLY PER LOCATION/PROJECT.
- D. Comprehensive Automobile Liability: \$1,000,000 each accident –(single limit); (owned, hired, and non-owned); bodily injury and property damage.

NOTE: COMPLIANCE WITH SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980 AND ANY AMENDMENTS THERETO.
- E. Comprehensive Umbrella Liability: \$1,000,000 each occurrence; \$5,000,000 aggregate.
- F. Errors and Omissions Professional Liability: \$1,000,000 per claim.
- G. (When applicable) Contractor's Pollution Liability Insurance: \$1,000,000 per loss, \$2,000,000 per aggregate.

With the prior approval of the City, a firm may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.

If contract is awarded, the successful applicant must name the Consolidated City of Indianapolis/Marion County, by and through its Department of Metropolitan Development as an additional insured.

NOTE: Respondents are not required to have the above specified insurance limits in effect UNTIL AFTER awarded the project. Only after the selected vendor is notified of its successful proposal and award of the contracted services will be the vendor be required to demonstrate appropriate certification of insurance documentation. Providing proof of insurance is still helpful if the limits are sufficient, but it is not required. The above information is supplied as a guide to assist respondents best prepare and structure internal costs for the project.

- Indy Brownfields appreciates your time and care in preparing responses to this RFP solicitation. Thank you in advance for your efforts.